

REMARKS/ARGUMENTS

The following is responsive to the Final Office Action mailed July 24, 2007. In view of the following remarks, reevaluation and further processing of the application is requested. Prior to amendment herewith, Claims 22, 23, 29-35 and 43-53 were pending in the application. By amendment herewith, Claim 31 is amended, Claims 43-53 are cancelled, and no new Claims have been added. Thus, Claims 22, 23 and 29-35 are now pending in the application.

Claim Amendment

Claim 31 is herein amended to depend from claim 22. Claims 43-53 are cancelled.

Rejection under 35 U.S.C. 102

In the Office Action, the Examiner rejected claims 22, 29-32 and 35 under U.S.C. 102 as anticipated by Johnson et al. (U.S. Pat. No. 5,712,989, hereinafter “Johnson”). Under 35 U.S.C. 102(b), “a claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *Verdegaal Bros. v. Union Oil Co. Of California*, 814 F.2d 628, 631, 2 USPQ2d 1051 (Fed. Cir. 1987). Applicant respectfully submits that Johnson does not teach or disclose the invention as claimed because the system described by Johnson, although it uses the same terminology, is very different from the claimed invention.

The Examiner argues in the Office Action that Johnson teaches a “host adapted for two-way communication with a plurality of distributors...” and “a store builder” adapted to “create a store managed by the host for the store owner, said store providing a consumer with access, via said distributors, to at least one merchandise item selected from the inventory”.

Johnson describes a “just-in-time” (JIT) inventory management system in which the “[h]ost computer 10 controls all inventory, pricing and requisitioning operations of the Distributor’s regularly stocked items...” (Johnson, col. 3, lines 10-12). The system primarily uses two computers “a host computer 10 located at a Distributor site and a local

computer 40 used by a Customer Service Representative (CSR) at or near the customer site and the site of the JIT inventory" (Johnson, col. 2, lines 64-67). Johnson describes in detail how the JIT inventory management system works to maintain the appropriate level of inventory at the Distributor's site in response to purchase orders received.

In Johnson, there is no store builder that creates a store, in response to a request from a store owner, that provides consumers with access to at least one item in the inventory of a distributor. Rather, in Johnson, it is the "Distributor" that provides consumers access to the Distributor's items. There is no teaching or suggestion that the system of Johnson allows a store owner to "create" a store of any kind. While the system of Johnson allows a Distributor to manage the inventory of a store, the store and its inventory must be pre-existing before the system of Johnson is useful in any way.

In the Examiner's rejection, the Examiner cites Table V of Johnson as evidence that "the store is customized by store name". However, Table V is actually an example of the inputs available to a Customer Service Representative for manually entering ordering information for products that a Distributor wishes to sell but does not stock. (See, e.g., Johnson, Col. 10, Lines 39-47: "Hitting the F10 key calls the Non-Catalog Information data screen 80 onto the screen of monitor 41. An example of a Non-Catalog Information data screen 80 is shown in Table V. This data screen is used to enter additional information about items not regularly sold by Distributor (for which host database 20 contains a Distributor catalog number and list price), but which are available as third-party purchases by Distributor (product type 04) or as administrative purchases by Customer (product type 05)...").

Applicant submits that Johnson's system allowing the manual entry of new inventory items into a database does not "create a store" as claimed by claim 22. Furthermore, although "hitting the F10 key" may be a request, it does not by any means result in the creation of a store that did not exist prior to the request. Rather, this facet of Johnson's system referred to by the Examiner is the inventory management equivalent of placing a new product on the shelf of a pre-existing store so that it can be purchased.

Thus, for the reasons provided above, Applicant believes that Johnson does not teach or disclose a "store builder" as claimed. Therefore, Applicant respectfully requests

that the Examiner find claim 22, and its dependent claims 23, and 29-35, in a condition for allowance.

CONCLUSION

In view of the above amendments and remarks, Applicant respectfully requests a Notice of Allowance. If the Examiner believes a telephone conference would advance the prosecution of this application, the Examiner is invited to telephone the undersigned at the below-listed telephone number.

This constitutes a request for any needed extension of time under 37 C.F.R. § 1.136(a) and an authorization to charge all fees therefore to deposit account No. **502775** if not otherwise specifically requested.

The Commissioner is hereby authorized to charge any required fees not included, or any deficiency of fees submitted herewith, or credit any overpayment to Deposit Account No. **502775**.

Respectfully submitted,

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